

## Fowler Ranch Farmers' Market Application Information

3111 Lincoln-Newcastle Hwy Lincoln, CA 95648

Thursdays 9am-1pm - opening day is May 5th, 2022

Market Manager: Denise Moore

Office phone: 916.645.8191

Email: [FowlerMarket@gmail.com](mailto:FowlerMarket@gmail.com)

[www.FowlerRanch.com](http://www.FowlerRanch.com)

FB: [facebook.com/FowlerRanchCA](https://facebook.com/FowlerRanchCA)

IG: [@fowlerranchca](https://instagram.com/@fowlerranchca)

Thank you for your interest in participating at the Fowler Ranch Farmers' Market!

Please complete and provide the documents listed below:

Complete and sign the Vendor Application.

Sign the Participation Agreement.

Enclose your \$50.00 check for your application fee or if you'd like to pay via Square, we can email you an invoice.

Additional Insured Certificate - \$1,000,000 Business and Product Liability Insurance naming Fowler Ranch by Fowler Nurseries, Inc., its agents and employees, as additional insured

Include all pertinent documents as required under your category

You may submit your documents by scan (or take photos of signature pages) and email to [fowlermarket@gmail.com](mailto:fowlermarket@gmail.com), or by mailing to Fowler Ranch Farmers' Market c/o Fowler Nurseries at 525 Fowler Rd. Newcastle, CA 95658.

If you have current copies of your paperwork, include them with your application. If you do not yet have current copies, please send in your Application and Participation Agreement as soon as possible, and then send the additional paperwork once it arrives. Please note, you will not be permitted to start at the market until all required paperwork has been received.

A copy of the Rules and Regulations are enclosed. The application requires that you acknowledge and agree to follow them. Any employees who attend the market for you are required to have read them also. You, as the business owner, are attesting to the fact that both you and your employees have read them and agree with them.

If you have any questions, please contact Denise at [fowlermarket@gmail.com](mailto:fowlermarket@gmail.com) or 916.645.8191. We look forward to seeing you at the market!

## Vendor Stall Information

Stall fees are \$40 per week per 10'x10' stall

Stall fee rate is for a single 10' x 10' stall space with 10' of linear frontage

Vendors may request to rent more than one stall space

Vendors should bring all set-up supplies, such as pop-up tents and tables

All markets are rain or shine, but may be cancelled at the discretion of the manager

We cannot guarantee vendor parking at your booth, so please be prepared to unload supplies and products

Please read Description of Selling Space in Rules and Regulations

## Participation Agreement

I hereby acknowledge receipt of and agree to abide by the Fowler Ranch Farmers' Market Rules and Regulations. I also acknowledge that all representatives of my organization that may attend the Fowler Ranch market have read the Market Rules and Regulations.

I hereby agree and understand that the participation of my farm/business is on an annual basis and the renewal of my selling privileges is based upon the following factors: consistent reserved attendance, cooperation with the market manager, positive relationship with the market manager, quality of products, submission of completed load lists(certified producers), adherence to the market rules and regulations, and adherence to the State of California direct marketing regulations and where applicable the State of California Uniform Retail Food Laws (CalCode).

I will not utilize distributorships or commission to compensate for the sales of my products.

I hereby agree, as participant in the Fowler Ranch Farmers' Market, that I will indemnify and hold harmless the sponsors of the market site, Fowler Ranch, their agents and employees, from any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with my/our use or occupancy as a participant in the Fowler Ranch Farmers' Market.

I hereby agree as a participant in the Fowler Ranch Farmers' Market, that I will maintain vehicle and product liability insurance. I further agree that I will maintain all certifications, permits and licenses pertinent to my/our business.

By signing this agreement, I acknowledge that a representative(s) of the Fowler Ranch Farmers' Market is hereby given permission to visit the location(s) where my product(s) is/are produced and/or stored to verify compliance with the Fowler Ranch Farmers' Market Rules and Regulations and the State of California's regulations.

I hereby certify that all products sold by my/our business are produced in or on my/our farm/ranch or production facility.

I hereby certify that I have the authority to sign this Agreement as the participant or the participant's representative. By signing this Agreement, I agree to abide by all Fowler Ranch market rules, guidelines, and procedures, and understand that action may be taken by Fowler Ranch if I/we violate any of these.

## Rules and Regulations

### I. STATEMENT OF INTENT

**NATURE OF THE MARKET:** The Fowler Ranch Farmers' Market is a diversified market offering for sale to the general public certifiable agricultural products and non-certifiable agricultural products, as well as nonagricultural products in an area adjacent to the farmers' market. The market provides producers with the opportunity to sell their fresh, locally grown products directly to the consumers without the involvement of a middleman.

As a Certified Farmers' Market, it is operated in accordance with regulations established in the California Administrative Code (Title 3, Article 6.5) pertaining to Direct Marketing. Each market is certified by the County Agricultural Commissioner as a direct marketing outlet for producers to sell their products directly to consumers without meeting the usual size, standard pack and container requirements for such products. However, all produce must meet minimum quality standards.

The non-certifiable agricultural products and non-agricultural products add variety and enhance the festive ambiance of the Farmers' Market. Although the State Direct Marketing regulations require the producers of fresh fruit, nuts, vegetables, flowers, honey, eggs, nursery stock, and plants be certified, producers of noncertifiable agricultural products and non-agricultural products are not certified, but the same producer-to-consumer philosophy applies for all items sold at the Market.

The Fowler Ranch Farmers' Market is managed, operated and controlled by Fowler Ranch.

In order to ensure the successful maintenance of the market as an efficient outlet for producers to sell their products directly to consumers, Fowler Ranch Farmers' Market has established the following set of Rules & Regulations.

Fowler Ranch will have the final authority in interpreting and enforcing these Rules and Regulations. Fowler Ranch reserves the right to make additions or deletions to these rules when deemed necessary.

### II. INTENT AND IMPLEMENTATION

The purpose of this set of rules is to govern the operation, administration, and management of the Fowler Ranch Farmers' Market.

Fowler Ranch Farmers' Market, its management, and its designated agents, will implement and enforce all Rules and Regulations pertaining to the operation of the market in a fair and equitable manner.

### III. ADMISSION OF A PRODUCER/VENDOR TO THE MARKET

Fowler Ranch Farmers' Market reserves the right to verify the authenticity of a producer's certified production of agricultural products.

Admission to sell at any market shall be at the reasonable discretion of the Market managers. In making this determination, the Market managers will consider the following:

- A. Producer's/vendor's positive or negative history of the compliance with state, local government and market Rules and Regulations.
- B. Producer's/vendor's history of market participation. When practical, significant weight, priority, and preference should be given to producers returning from previous seasons.
- C. The competitive availability and number of sellers of producer's/vendor's product present within the market. If practical, monopolies and surfeits (gluts) should be avoided.
- D. Whether the present number of sellers of producer's/vendor's product is adequately supplying consumer demand.
- E. The number of spaces and other limitations of the market.
- F. A Certified Producer shall not represent, nor be represented by more than two Certified Producers at the Fowler Ranch market in a 12-month calendar year unless approved in writing. All 2nd certificate producers must have an accepted application on file with Fowler Ranch.

Change of business ownership requires submission of a new application to the Fowler Ranch Farmers' Market, which will be processed as a new admission. The transfer or change of ownership does not grant or guarantee the new owner the same admission or current stall space assignment as the previous owner.

Fowler Ranch may waitlist a new vendor for a period of time and may limit the kind of product allowed to be sold.

#### IV. ADMISSION OF PRODUCTS TO THE MARKET

Admission of any certifiable agricultural or non-certifiable agricultural product to the market or nonagricultural product to an area adjacent to the market shall be at the reasonable discretion of Fowler Ranch. In making any determination in this regard, the market managers will consider the following:

- A. Producer/vendor history of selling such product within or adjacent to the market. When practical, significant weight and preference should be given to products sold by producer/vendor in previous seasons.
- B. The present number of sellers of producers/vendors product within or adjacent to the market. If practical, monopolies and gluts should be avoided.
- C. Product from contiguous counties will be considered first, after consideration of Placer County producers/vendors.

D. Quality of product offered by the producer/vendor. First quality produce receives highest consideration. Culls or lowest grade sales are not acceptable.

E. All products sold must have been approved by Fowler Ranch Farmers' Market management. Producers may not be allowed to sell all of the commodities listed on their Certified Producer's Certificate. New products which the producer/vendor wishes to sell during the market season must be approved by the Market managers.

F. Other limitations and market policies affecting product admission.

All non-certifiable agricultural products must have been produced from product found on the producer's certified producer certificate. Producer must be able to show location and capability of processing or, if processing is done by a second party, the method used to ensure that the processed product returned is comprised of the original source product submitted by the producer for processing. Certifications from the processor verifying this may be required. Producer must show that all processing was accomplished under safe and sanitary conditions and that all of the proper health permits and certifications have been obtained. Products must be approved by the Market manager prior to sale.

#### V. ASSIGNMENT OF SELLING SPACE

The producer's/vendor's location, space size and other factors of assignment of selling space within a market shall be at the reasonable discretion of the Market Manager. Sellers must accept the stall space assigned to them by the Market Manager. In making any determination of the assigned space, the Market Manager shall consider the following:

A. Length of attendance at other reputable farmers' markets

B. Length of attendance for the season

C. Consumer-producer relationships

D. Causing or maintaining an unsafe or unsanitary condition at the market.

E. Unreasonable or outrageous conduct considered detrimental or prejudicial to the purposes and interest of the Market, other vendors or customers.

F. The following Rules and Regulations apply to stall space assignments:

1. A producer's/vendor's selling privileges shall be suspended by the Market manager if the producer's certificate is revoked. The first such suspension will be for a period of thirty (30) days, commencing upon the effective date of the Notice of Suspension. The second such suspension will be for a period of sixty (60) days commencing upon the effective date of the Notice of Suspension. A third such suspension, at any time during a producer's affiliation with the Market, will result in expulsion from the Market.

2. Whenever a producer/vendor does not adhere to Market arrival and departure times or fails to notify the manager of his/her intention to sell at the Market on a specific day, the manager may revoke the producer's/vendor's stall space for two weeks. The producer/vendor may be assigned a different stall space than normal in the event of a late arrival.

## VI. OTHER MARKET RULES, POLICIES AND REQUIREMENTS

These additional rules shall apply to all producers/vendors within the Market:

A. Product Limitations: Sales of out-of-season produce are allowable only to the extent of their reasonable and normal storage life or upon proof that such produce was produced by producer in greenhouse facilities operated by such producer. All fruits and vegetables must meet State of California standards for maturity and quality. Second Quality produce is not allowed as the primary product for sale at the individuals stand. Per CDFA regulation, second quality fruits and vegetables may not be sold within the CFM. Only first quality produce will be allowed for sale.

B. Scales:

All scales used in the Market must have current valid inspection seals from the seller's County Sealer of Weights and Measures.

C. Certificates:

Producer certificates with two or more names listed must prove acknowledged evidence of partnership or other legitimate business agreement.

D. Prices:

All prices must be clearly marked or posted. Collusion and deceptive pricing practices are prohibited. Bargaining with the consumer is specifically not allowed.

E. Market Hours:

Arrival and Departure. Sellers must arrive no earlier than 120 minutes prior to and no later than 30 minutes prior to the published opening time of the market and leave within one hour after the published closing time of the market. Sellers may be required to relocate if they are set up too early. Sellers arriving less than 30 minutes prior to the opening of the market may be denied vehicle access and be required to offload. Sellers may leave the market site prior to the published closing time only in case of emergency and only upon the approval of the Market Manager who will assess public safety and welfare. Stalls must be staffed during Market hours. Vendors are not allowed to disassemble booths before the end of a Market unless permission is received from the Market Manager.

F. Market Deliveries:

All deliveries must be completed 30 minutes before the opening and otherwise conducted 30 minutes after the closing of the market. This includes delivery of CSA's or presold product, vendor to vendor transfer of product, etc. Delivery vehicles must not be in the marketplace. Delivery of additional vendor product for sale at the market during market hours may be allowed with the approval of the Market Manager prior to the arrival of the delivery. Delivery vehicles are not allowed to double park, use handicap spaces, or otherwise interfere with pedestrian and automobile traffic.

#### G. Market Attendance:

Cancellations. Producers/vendors are required to cancel 24 hours in advance of the Market they will miss by notifying the Market Manager. You must text the Market Manager - phone number will be provided when you have been accepted to participate in the Farmers' Market. Leaving a message on the Market phone line or e-mail to the general e-mail address does not constitute notice. Producers/vendors who cancel less than 24 hours before market day are responsible for the stall fee. Producers/vendors who fail to notify the Market Manager of a cancellation twice in a three (3) month period or cancel a market 3 times in a 3-month period may permanently lose their stall space for that market.

#### H. Product Packaging:

Products that are prepackaged, closed, and sold by weight must be labeled with the name, address and zip code of the producer/vendor and a declaration of product identity and net quantity. The producer/vendor must make sure that all other applicable labeling requirements for their product(s) are met.

#### I. Setups, Safety and Sanitation:

1. All display table frontage must be behind the setup line designated by the Market Manager. No boxes or produce displays may extend into the common customer traffic aisle way. Tables and other display fixtures must be sturdy, stable and not overloaded. All shades and shelters must be tied down and completely secured in windy conditions or be subject to immediate and uncompromised removal.
2. Absolutely no rubbish of any type will be allowed on the stall grounds, the consumer area directly surrounding the stall, or in any other contiguous area that could constitute a health or safety issue. Any waste water generated during the market for washing of produce or utensils must be collected by the producer/vendor, removed from the market area in a container with a lid, and properly disposed of at the producer's/vendor's farm or business through the approved plumbing system which shall discharge into the public sewerage, into an approved private sewage disposal system, or as approved by the enforcing officer.
3. Before the producer/vendor may leave the market, both the stall section and the surrounding area must be totally free of any produce and debris. Producer's/vendor's trash shall be removed by the producer/vendor and disposed of properly. Failure to follow the above referenced issues will result in the revocation of the seller's stall space and a \$50.00 fine.
4. Pets are not allowed within the confines of the market as per State Health and Safety Code.
5. Smoking is not permitted within 100 feet of the market.
6. Gas cans are not permitted within the market area. If generators are to be used by a vendor, they must be filled with fuel ahead of time and have adequate capacity to remain in operation for the duration of the market without being refilled. Refilling during market hours within the market area is not allowed.

#### J. Sampling:

Sampling of products is allowed only so long as the sampling procedures are in compliance with state and county regulations concerning the safe distribution of food products. Fowler Ranch Farmers' Market may issue its own sampling guidelines that are more restrictive than those of the state or county.

#### K. Noise, Disturbance, and Intrusion:

With few exceptions, no radios are allowed to be played during market sales hours. No loud hawking, barking or shouting to promote product is allowed. All product promotion must occur within the space assigned to the producer/vendor and not in any common area. Disruptive action in the market is prohibited. If generators are used, they must be reasonably quiet and may not cause a disturbance to other vendors or customers. If the market receives complaints regarding generators used in the market area, they may be disallowed.

#### L. Signage:

1. All producers/vendors must display a sign identifying their name or the name of their establishment and the city or town where their production occurs. Certified producers and agricultural producers must meet the requirements of CA Code AB 1871, including:

##### SEC. 8.

(1) Post a conspicuous sign or banner at the point of sale that states the name of the farm or ranch, the county where the farm or ranch maintains the production grounds that produced the products being offered for sale is located, and a statement that "We Grew What We Are Selling" or "We Raised What We Are Selling" or "We Grow What We Sell" or similar phrases that clearly represent that the farm or ranch is only selling agricultural products that they themselves have grown or raised on California land that they possess or control. Product sales by different farms at the same vendor stand shall separate the products from each farm or ranch and correspondingly post the required sign or banner in direct relationship with the sales display of the products produced by each farm.

Non-certified vendors must include their zip code on their banner.

2. Signs posted by producers/vendors may be subject to approval of the Market Manager. Negative signage such as "Please don't touch the produce", etc. is not allowed.

3. Easy to read signs must be posted for each product listing the name of the product and the price. Items may be sold by weight, each, bunch or container. All items sold within the Market should be priced in a standard, clear way for the customer, and must follow majority acceptable unit of quantity pricing guidelines. A closed or sealed container must be labeled with IRQ information (Identity of Product, Responsible Party, Net Quantity).

4. All certified producer certificates, permits and licenses are required to be displayed during selling hours.



5. In the case of 2nd certificate product, the stall signage must clearly indicate to the consumer which products are produced at which farms. The products must be clearly separated and ownership clearly identified at the stall. Any rules regarding signage for growing practices or other purposes must be followed independently for the two sets of products.

#### M. Stall Spaces:

1. Each regular stall space is 10'x10' with 10' of linear selling frontage. Vendors who elect to rent more than stall space may be required to rent that amount of space for the entire season. This is dependent upon the market and space availability.
2. Vendors who have vehicles larger than the parking space allocated to their stall space may be required to offload their vehicle. Typically, one 10'x10' stall space will accommodate one standard size pickup. Vehicle space is not guaranteed.
3. Stall space assignments are at the discretion of the Market Manager.
4. Signs or products must be placed so as to not block more than 50% of the line of vision from one stall to any other stall.
5. Vendors are expected to remain for the full length of the market. Vendors are required to leave stalls and tables set up in the event that they sell out of product for the day. The market recommends that vendors have signs in place that identify that the vendor is out of product. The market further recommends that the vendor have some type of marketing materials available for the customer to take away.

#### N. Conduct:

1. Any statement and/or action which is deemed to be offensive, abusive, or otherwise inappropriate to a customer, market manager, market staff person, attending producer/vendor, or any official from a city, county, or state agency conducting business within the Market parameters, will be considered a violation to these market rules and will be subject to any or all disciplinary steps indicated in these market rules.
2. All producers/vendors shall sell/market their products in a manner satisfactory to the Market Manager, and in an honest, conscientious, and business-like manner.
3. Producers/vendors must wear appropriate clothing while on the market premises as deemed by the Market Manager.

#### O. Insurance:

1. Producers/vendors must, at all times while selling at the Market, take out and maintain in full force and effect a current policy or policies of general public liability and product liability. These policies must name the "Fowler Ranch by Fowler Nurseries, Inc its employees and agents" as an Additional Insured; give Fowler Ranch ten (10) days advance written notice prior to its cancellation, if canceled during the operated season; and provide coverage of \$1,000,000.00 each or greater. A certificate showing proof of insurance naming Fowler Ranch by Fowler

Nurseries, Inc. as an additional insured shall be filed with the organization before entry into the Market.

2. In addition, all vendors must carry an automobile insurance policy.

P. Sales of Organic Products:

The only products that may be promoted, represented or sold as organic are those that meet the requirements of the Organic Products Act of 2003. The promotion, representation or description of products as organic that do not meet the requirements of the OPA of 2003 is a violation of the law and these Rules and Regulations. If a producer is selling both Organic and Conventionally grown products at the same stall, clear and concise separation of the products and signage shall be required.

Q. CSA/Cash Cards/Presales & Deposits on Future Production/Shipping Programs This policy is based upon the regulations contained in California Administrative Code Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, Section 1392.1.

1. CSA's (Community Supported Agriculture): CSA's are programs where a customer purchases an interest in a producer's intended future production. Producer's may not, take payment for, or make deliveries of CSA's or modified market CSAs of any nature at the Fowler Ranch Farmers' Market. Modified CSAs include, but are not limited to, those programs where a producer has sold a CSA interest elsewhere and is allowing the customer to pick up product from what is displayed at the producer's market stall during the Fowler Ranch Farmers' Market. Any questions regarding what is considered a CSA may be directed to the Fowler Ranch Farmers' Market.

2. Cash Cards: The intent of the cash card is to receive payment in advance of delivery for a specified dollar amount of product. Cash cards or their likeness are not to be sold or redeemed at Fowler Ranch Farmers' Market. Loyalty programs may be utilized. For example, a customer purchases 9 watermelons during the course of a season and receives a 10<sup>th</sup> watermelon free. The card is initialed or punched every time a watermelon is purchased. There is no upfront cost for the program to the customer.

3. Presales & Deposits on Future Production: All sales at the Fowler Ranch Farmers' Market are conducted as point of purchase sales, i.e., currency exchanges hands when the product is available at the market. Deposits or financial transactions of any nature cannot take place unless the product is readily available at the market. For example, a rancher cannot take a deposit in advance of livestock production and harvest. Product must be readily available on the day that the financial transaction occurs. Promotion of presales or deposits for future production is not allowed at the Fowler Ranch Farmers' Market.

4. Shipping Programs: A financial transaction can occur at the market only if the vendor has that product available at the time of the transaction and said product is available for purchase on the day of the transaction and the customer wishes to have the product shipped. No financial transactions can occur for product that will be available for shipment or receipt at a later date. For example, a mandarin grower currently harvesting and selling mandarins at the market may

take payment for an order to be shipped. Conversely, a mandarin grower who does not yet have mandarins for sale may not take orders or payments for mandarins to be shipped.

#### R. Marketing/Promotion/Solicitation:

It is recommended that vendors promote their operations through the use of flyers or handouts, not to be larger than an 8.5" x 11" sheet telling customers who they are, what they do and where to get further information regarding their business. An example would be a flyer telling your business story, products offered and contact information, including email, phone number and website. These flyers/handouts are to be distributed to the customer not displayed as a poster.

Drive the customer to your website: To aid in vendor promotion and marketing, Fowler Ranch Farmers' Market will be highlighting each vendor on various platforms, such as our website Facebook and Instagram.

#### S. Violations:

Violations of these rules or policies may result in a fine, penalty or other disciplinary action. The severity of any penalty or discipline imposed shall be directly related to the gravity or repetition of the violation. The following disciplinary steps may be issued by the Market Manager or Market Owners. Severity of the penalties will be dependent upon the nature and intent of the offense and may not necessarily follow the order below:

1. An oral warning
2. A written notice of violation
3. A written notice of violation with a \$100.00 fine
4. A written notice of violation with a fine determined by violation
5. Market suspension of any length, up to eighteen months

A producer/vendor is responsible for the actions of the producer's/vendor's representatives, employees, or agents.

If possible and reasonable under the circumstances, a Market Manager must attempt to give adequate warning and notice of consequential action prior to the actual action of removal or other disciplinary action.

If a producer/vendor challenged Fowler Ranch Farmers' Market in a court of law and the court finds in favor of the Market, said producer/vendor agrees to pay all costs associated with the legal action.

The penalty for producers/vendors who sell product(s) not of their own production is suspension and/or a fine subject to the discretion of the Market owners. This applies to the owner(s), producer(s), employee(s) or other representatives associated with the business. The maximum suspension period shall be eighteen months and withdraw all consideration with respect to past participation for same. Suspended party(s) shall not sell for themselves or on behalf of any other producer during the suspension period at the Market.

A second violation will cause permanent disqualification from the Market.

A producer/vendor that is cited by the Department of Agriculture or the Environmental Health Department and/or causes a re-inspection will be responsible for the re-inspection fees. A producer/vendor whose violation results in a penalty or fine against Fowler Ranch Farmers' Market will be responsible for reimbursement of the penalty or fine to the Market.

#### STATE REGULATIONS RE: FARMERS' MARKETS

Note: The regulations listed below are current to the best of our knowledge. All regulations can be found on the CDFA website.

##### I. CALIFORNIA Code of Regulations: /s/1392.4. Conditions of Direct Marketing

(a) Except as provided in subsection (f) below, producers or certified producers may sell or offer to sell only agricultural products which they have produced to consumers at a certified farmers' market. The certified producer's immediate family or employee(s) may also act for and sell the certified producer's agricultural products. No certifiable agricultural products may be sold at a certified farmers' market unless such products are listed on the certified producer's certificate.

(b) All agricultural products, when sold or offered for sale at a certified farmers' market or at or near the point of production, shall comply with all applicable requirements of Article 1 (beginning with Section 113700), 2, 3, 4, 5, 6, 7, 11, 13, and 15 of Chapter 4 (California Uniform Retail Food Facilities Law), Division 104, Part 7, of the California Health and Safety Code, and Chapters 1 (beginning with Section 109875), 2, 4, 5, and 8 (California Sherman Food, Drug, and Cosmetic Law), and Division 104, Part 5, of the California Health and Safety Code.

(c) Only agricultural products may be sold or offered for sale at a certified farmers' market. The sale of nonagricultural products shall not be permitted in the area designated as a certified farmers' market.

(d) The certified producer's embossed photocopy certificate shall accompany the certified agricultural products during transportation and shall be conspicuously posted at the point of sale.

(e) When any agricultural products are sold by weight, the type of scale used shall be approved by the Department of Food and Agriculture and shall be tested and sealed for use by the county sealer-director of weights and measures.

(f) A certified farmers' market may allow, or prohibit, a certified producer or his/her immediate family member or employee to sell at that market certified agricultural products on behalf of a maximum of two other certified producers including, but not limited to, separate entities, such as partnerships, in which the certified producer has an interest as an individual member. If such practice is allowed, the following provisions shall be met by the certified producer and shall be specified in the certified farmers' market's rules and regulations:

- (1) A certified producer shall not represent, nor be represented by more than two other certified producers in a 12-month period.
- (2) Each certified producer's certified agricultural products to be sold or offered for sale shall be separated and identifiable by each certified producer's valid certificate at the point of sale.
- (3) The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the certified producer that is conducting sales at a certified farmers' market.
- (4) The name of the certified producer who is selling the products of another certified producer shall appear on the certificate of the person or entity for whom the certified producer is selling.
- (5) The certified producer selling for another certified producer shall be selling or offering for sale, at the same certified farmers' market on the same day, certified agricultural products which the certified producer conducting the sales has produced and which are in greater volume than the volume offered for sale for the other certified producer. For purposes of this section, the volume shall be measured by the weight or dollar value of the products at the time and point of sale. This volume requirement shall apply only at the beginning of each day of sale.
- (6) The producer applying for certification shall obtain and submit to the agricultural commissioner, prior to certification, written authority from said other certified producers to sell on their behalf.
- (7) Commission sales and buying and selling between certified producers is prohibited. Any payment made for the service of one certified producer selling for another certified producer shall not be related to the volume or value of the products sold.
- (8) The operator of a certified farmers' market may prohibit or otherwise establish rules regarding sales permitted under this subsection that are more restrictive, provided that such prohibition or restriction is contained in the market's written rules and regulations.
- (9) A certified producer who sells certified agricultural products on behalf of another certified producer or whose products are sold by another certified producer at a certified farmers' market shall keep for a period of not less than three years, the following records relating to such products:
  - (i) Date of transfer to seller and accurate amount of products, by weight, dry measure, or count, transferred. Each separate product and amount shall be recorded according to variety.
  - (ii) Date of sale and accurate amount of products, by weight, dry measure, or count, sold. Each separate product and amount shall be recorded according to variety.
  - (iii) Names of both certified producers involved.
- (10) A certified producer subject to this subdivision shall produce, for inspection, records required by this section upon demand of a representative of the department or county agricultural commissioner.

(g) Any person selling organic products or representing products as organic at a certified farmers' market shall conspicuously post at the point of sale a photocopy of his or her current State of California organic registration and, if applicable, documentation of his or her organic certification. Prior to posting organic documents, it is permissible to conceal from public view acreage and dollar amounts pertaining to annual sales. A complete photocopy of the original, unaltered, current organic documents(s) shall, upon the request of an enforcement officer, be made available for review at any time during participation in a certified farmers' market.

(h) Any person selling organic products or representing products as organic on behalf of another certified producer at a certified farmers' market shall conspicuously post at the point-of-sale a photocopy of the represented certified producers' current State of California organic registration and, if applicable, documentation of the represented certified producers' organic certification. Prior to posting organic documents, it is permissible to conceal from public view acreage and dollar amounts pertaining to annual sales. A complete photocopy of the original, unaltered, current organic document(s) shall, upon the request of an enforcement officer, be made available for review at any time during participation in a certified farmers' market.

## II. CALIFORNIA RETAIL FOOD CODE:

When selling at the markets, the producer and the producer's agricultural products shall comply with all applicable requirements of the California Retail Food Code and the California Sherman Food, Drug and Cosmetic Law, specifically:

(1) All food shall be stored at least six inches off the floor or ground or under any conditions that are approved.

(2) Food preparation is prohibited at Certified Farmers' Markets with the exception of food samples. Distribution of food samples may occur provided that the following sanitary conditions exist:

(a) Samples shall be kept in approved, clean covered containers.

(b) All food samples shall be distributed by the producer in a sanitary manner.

(c) Clean disposable plastic gloves shall be used when cutting food samples.

(d) Food intended for sampling shall be washed or cleaned in another manner of any soil or other material by potable water in order that it is wholesome and safe for consumption.

(e) Notwithstanding Section 114205, potable water shall be available for hand washing and sanitizing as approved by the enforcement agency.

(f) Potentially hazardous food samples shall be maintained at or below 45 degrees F and shall be disposed of within two hours after cutting.

(g) Wastewater shall be disposed of in a facility connected to the public sewer system or in a manner approved by the enforcement agency.

(h) Utensils and cutting surfaces shall be smooth, nonabsorbent, and easily cleanable or single use articles shall be used.

(3) Processed foods must be processed in an approved facility, properly packaged and labeled under clean and sanitary conditions.

(4) Dried fruit and shelled nuts sold in an unpackaged bulk form must be displayed with a cover and conform to dispensing methods approved by the local health department.

(5) No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held safe.

(6) Vendors selling nonagricultural food products are required to have a valid Health Permit and Temporary Food Facility Permit from the local jurisdiction and are not considered part of the Certified Farmers' Market.

(7) All products grown produced or processed as organic must be labeled according to the requirements of the Organic Products Act of 2003. Organic product must be registered with the California Department of Food and Agriculture. Registration must be prominently displayed. In addition, product requiring certification by an USDA accredited certification agency must also prominently display the certification seal.

(8) Smoking is not permitted in produce display and immediate sales area.

### III. DEFINITIONS:

California Retail Food Code 113871.

(a) "Potentially hazardous food" means a food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic micro-organisms, the growth and toxin production of *Clostridium botulinum*, or, in raw shell eggs, the growth of salmonella enteritis.

(b) "Potentially hazardous food" includes a food of animal origin that is raw or heat-treated, a food of plant origin that is heat-treated or consists of raw seed sprouts, cut melons, and garlic-in-oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified under subdivision (A.)

(c) "Potentially hazardous food" does not include any of the following:

1. A food with an aw value of 0.85 or less.
2. A food with a pH level of 4.6 or below when measured at 75°F.
3. A shell egg that is not hard-boiled but has been treated to destroy all viable salmonellae.
4. A food in an unopened, hermetically sealed container that is commercially processed to achieve and maintain commercial sterility under conditions of nonrefrigerated storage and distribution.
5. A food that has been shown by appropriate microbial challenge studies approved by the enforcement agency not to support the rapid and progressive growth of infectious or toxigenic

micro-organisms that may cause food infections or intoxications, or the growth and toxin production of *Clostridium botulinum*, such as food that has an  $a_w$  and a pH that are above the levels specified under paragraphs (1) and (2) and that may contain a preservative, other barrier to the growth of micro-organisms, or a combination of barriers that inhibit the growth of microorganisms.

6. A food that does not support the rapid and progressive growth of infectious or toxigenic microorganisms, even though the food may contain an infectious or toxigenic microorganism or chemical or physical contaminant at a level sufficient to cause illness.

#### IV. SAMPLING GUIDELINES

##### Farmers' Market Sampling Procedures

Be aware that food preparation is prohibited at Certified Farmers' Markets, with the exception of the food samples. Distribution of food samples is allowed provided that the following sanitary conditions exist:

1. Produce must be cleaned: Food intended for sampling shall be washed or cleaned in another manner of any soil or other material by potable water in order that it is wholesome and safe for consumption.

2. Your hands must be cleaned: Provide a hand wash station that includes: A minimum five-gallon water container with warm potable water and a dispensing valve which leaves hands free for washing, with single-service soap and towels at each booth. Make sure you have a container to catch the wastewater. Clean disposable plastic gloves shall be used when cutting food samples.

3. Your utensils must be cleaned and sanitized, acceptable sanitizer solutions are:

- (1) 100 ppm chlorine – ½ ounce per gallon of water (1/2 oz = 1 tablespoon)
- (2) 200 ppm quaternary ammonium – ½ ounce per gallon of water
- (3) 25 ppm iodine – ½ ounce per 2.5 gallons
- 3 containers for cleaning of equipment shall be provided for washing, rinsing and sanitizing of all utensils. (1). Potable water with soap; (2) Clear, potable water for rinsing; (3) Potable water with approved sanitizer.
- Cutting boards and other items used in sampling (containers) must be washed, rinsed, sanitized and air-dried before use
- All utensils should be food grade (approved for food contact), Non-absorbent, (plastic or metal), and in good repair. Utensils and cutting surfaces shall be smooth, nonabsorbent, and easily cleanable, or single-use articles shall be utilized.

4. Handle all waste properly in the following approved ways:

- Liquid waste, which includes ice, must be disposed of into a sanitary sewer system (not street drains or nearby plants)



- Farmers must take their waste (both solid and liquid) back to their farms or dispose in containers provided by the market's Event Coordinator or Market Manager.

#### 5. Correctly give samples:

- Samples must be protected from droplet contamination, insects, dust, and a customer coming in contact with more than their sample.

- Samples must be kept in approved, clean covered containers.

- Here are the seven methods that have been approved, but remember that other methods are possible. Use these as a guideline if you have an item that does not exactly fit one of these:

(1) Capped Squeeze Bottle – for items such as honey. Bottle is uncapped, and product is squeezed onto a disposable stick for each customer. Bottle is recapped. Stick is discarded.

(2) Modified shaker Bottle – for items such as nuts or grapes. The opening of a squeeze bottle is enlarged to allow a bottle to shake out a limited number of items per shake in the hand of the customer.

(3) Bulk Liquid Container – for items such as juice, dispensed with a down-facing, self-closing spout into a cup given to the customer. Cup is used once, and then thrown away. Wash the container in an approved kitchen.

(4) Small Sample Cup – for items such as sprouts or jams. Disposable cups are filled in an approved manner for individual distribution to customer.

(5) Covered Serving Dish – for products such as sprout mixes, jams, jellies. Serving dish should have a hinged lid that opens on the grower's side of the table. Grower lifts lid and use as disposable spoon to scoop out a small sample portion. Spoon is given to customer.

(6) Sliced Produce – carried in washable containers with lids, and dispensed by grower by the use of disposable toothpicks, etc.

(7) Sneeze guards must be of sufficient size to intercept fluids and contaminants from the public. \*You must provide a waste container for the customers to use, if you distribute paper cups, toothpicks, spoons etc.

6. Keep Potentially Hazardous Foods Cold - Potentially hazardous food samples shall be maintained at or below 45°F and shall be disposed of within two hours after cutting.